

Date: December 4, 2014

Requisition No.: 104786

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on January 6, 2015*

**Requisition / Bid No.: R104786 / 303578**

**Ordering Dept.: General Services**

**Buyer & E-mail: Mark McKeel mckeel\_m@chattanooga.gov**

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**Items Being Purchased: Elevator, Escalator & Lift Maintenance**

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**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***

**2:00 P.M., EST on January 6, 2015**

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**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\***

**10:00 A.M., EST on December 17, 2014**

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**The City of Chattanooga reserves the right to reject any and/or all proposals,  
waive any informality in the proposals received, and to accept any proposal  
which in its opinion may be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the purchase of all goods  
and services on the basis of race, color or national origin.**

**The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Phone/Toll Free No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Company Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# BID SOLICITATION



**City of Chattanooga**  
**101 East 11th Street, Suite G13**  
**Chattanooga, TN 37402**

## BID OPENING DATE AND TIME:

at 2:00 PM

**BID NUMBER: 303578**

## SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

## BUYER:

**PHONE #: (423) 643-7230**

**DELIVERY REQUIRED:**

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City of Chattanooga

101 East 11th Street, Suite G13

Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition / Bid No.: 104786 / 303578                      Ordering Dept.: General Services                      Buyer: Mark McKeel                      Phone No.: 423-643-7236</p> <p>Items Being Purchased: Maintenance for Elevators, Escalators &amp; Lifts</p> <p>ATTACHMENTS: Pre-Bid Conference Notification                      Specifications                      Contract Agreement                      Elevator Escalator Lift Maintenance Locations - Exhibit A                      Elevator Escalator Lift Maintenance Locations - Exhibit B                      Insurance Requirements                      Affirmative Action Plan</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Maintenance on Elevators, Escalators, and Lifts for the City of Chattanooga.</p> <p>The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>Price Escalation Clause:                      If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>A Pre-Bid Conference will be conducted at 10:00 AM EST on December 17, 2014 at the following address:</p> <p>101 East 11th Street                      City Hall, Suite G13                      Chattanooga, TN 37402</p> <p>*** BID MUST BE RECEIVED NO LATER THAN ***                      *** 2:00 PM EST ON &lt;January 6, 2015&gt; ***</p> <p>City of Chattanooga (COC) Terms and Conditions posted on Website  <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a></p> <p>If you can't download call buyer for a copy.</p> <p>NOTE:                      ALL BIDS MUST BE SIGNED</p>					

# BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

## SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

## BID OPENING DATE AND TIME:

at 2:00 PM

BID NUMBER: 303578

## BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## BID SOLICITATION



City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

### BID OPENING DATE AND TIME:

at 2:00 PM

BID NUMBER: 303578

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Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

### BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga  
101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	One (1) Year Contract to Provide Elevator Maintenance for the City of Chattanooga with the Option to Renew for an Additional Four (4) Year Period. See all Locations Attached.	1	Year	_____	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, dated January \_\_, 2015, by and between the CITY OF CHATTANOOGA, (OWNER), and \_\_\_\_\_, (CONTRACTOR), is for Complete Maintenance for all vertical, ascending and descending moving transportation equipment located at the listed CITY OF CHATTANOOGA locations noted in Exhibit "A".

CONTRACTOR and OWNER, in consideration of the terms, covenants and conditions set forth, hereby agree as follows:

1. **Contract Term.** The service specified will be furnished from the effective date stated herein, and shall continue for an initial term of one (1) year. Equipment covered under other specific warranties shall be integrated into this service agreement at the expiration date of their contract and may result in less contract coverage than the stated term above. In the event of a sale, lease or transfer of the ownership of certain equipment described in Exhibit "A", or the premises in which it is located, OWNER shall notify CONTRACTOR and the equipment and contract charges shall be removed from the monthly billing.

2. **Contract Options.** This contract may be extended for an additional period of four (4) one-year options under the same terms and conditions as stated herein. OWNER shall notify CONTRACTOR, in writing, ninety (90) days before the expiration of the initial term of this contract agreement.

3. **Contract Price.** CONTRACTOR, in consideration for the amount listed on Exhibit "B", hereby agrees to furnish services herein described on the equipment noted in this contract. If the equipment is upgraded, the individual service charge will be adjusted in accordance with Exhibit "C".

4. **Payment Terms.** Payments are due within thirty (30) days from receipt of invoice and each invoice shall list information as noted on Exhibit "C". Provided that OWNER may reject any invoice that is not properly documented and shall have fifteen (15) days from re-submittal of a properly documented invoice to make payment. All payments shall reflect the equipment actually being serviced and not any future equipment that will be integrated into the contract at a later date. Failure to pay any sum due by OWNER within sixty (60) days will be a material breach and shall subject OWNER to the cost of collection including court costs and reasonable attorneys' fees. In the event of a material breach, CONTRACTOR may suspend service and be discharged from further obligations under the contract. If CONTRACTOR exercises its right to suspend service, CONTRACTOR shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, OWNER will be responsible for any costs CONTRACTOR incurs as a result of the lapse in service.

5. **Tax.** OWNER qualifies as a governmental entity exempt from certain types of taxation. OWNER will provide CONTRACTOR with necessary tax-exempt status information to comply with receiving certain tax-exempt materials and service.

6. **Service Center.** The CONTRACTOR'S Local Service Center will be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. Response to such service request shall be within one (1) hour. In the unlikely event of an entrapment, Contractor will immediately dispatch a technician and a highest priority response will be given to resolve the emergency. If the unit is equipped with remote monitoring capabilities, the CONTRACTOR reserves the right to utilize this functionality and the telephone line for the unit to collect data related to the use and operation of the OWNER's equipment.

7. **Hours of Service.** All work covered under this Agreement unless otherwise specified is to be performed during the hours of 8 a.m. to 5 p.m., Monday through Friday, City of Chattanooga recognized holidays excluded, which for purposes of this agreement are defined as "regular working hours". Work outside "regular working hours" shall be deemed to be "overtime hours" if the OWNER requests that service be done on "overtime hours"; but if the work outside "regular working hours" is for the convenience of the CONTRACTOR, then the services shall be billed at the "regular working hours" rate.

8. **Service Requests (Callbacks).** This Agreement covers minor adjustment service requests during the regular and overtime working hours, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond CONTRACTORS control. Service requests do not include work that requires more than one technician or more than two hours to complete.

9. **Price Adjustments.** The contract price will only be adjusted annually on January 1<sup>st</sup> of each year after the initial first year from implementation of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

- a. LABOR - 100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance and other union contributions) paid to CONTRACTOR's hourly employees in the locality the equipment is maintained. If CONTRACTOR's employees are paid on a salaried basis, the CONTRACTOR shall provide an equivalent hourly rate for those employees. It is understood; however, that only the services of employees who actually work on OWNER's equipment are to be charged and that all overhead expenses and management oversight is to be included within said hourly rate.

- b. CONTRACTOR shall include their current hourly labor rate, fringe benefits hourly costs and other identified charges that constitute the labor and overhead hourly rated charged and make any annual price adjustments in accordance with the terms and conditions stated in exhibit "C".

**10. Performance.** CONTRACTOR will check in with the building maintenance supervisor monthly and systematically examine, maintain, clean, adjust and lubricate the equipment according to monthly/quarterly/annual preventative maintenance schedule whether provided by the equipment manufacturer or required by the State of Tennessee. A minimum of one (1) hour of maintenance per month shall be required for each elevator under the contract excluding units on time and material. Should CONTRACTOR find any deficiency with the equipment, approval (if chargeable) by OWNER is required before any replacement of the equipment is performed. In addition, unless specifically excluded elsewhere, CONTRACTOR will repair or replace the following if the repair or replacement is, in CONTRACTOR's judgment, necessitated by normal wear and tear:

**a. Hydraulic Elevators.**

**1. RELAY LOGIC HYDRAULIC ELEVATOR SYSTEM COMPONENTS**

- a. CONTROL SYSTEM - Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

**2. MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS**

- a. CONTROL SYSTEM - Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

CONTRACTOR's Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- b. POWER UNIT - Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.



- c. HYDRAULIC SYSTEM ACCESSORIES - Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.
- d. CAR EQUIPMENT - Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.
- e. ELECTRICAL - Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- f. HOISTWAY AND PIT EQUIPMENT - Landing and slowdown switches, limits and car buffers.
- g. RAILS AND GUIDES - Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- h. DOOR EQUIPMENT - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- i. POWER FREIGHT DOOR EQUIPMENT - Controller, relays, contactors, rectifiers, timers, resistors, micro switches, solid state components, door motors, chains, retiring cams, interlocks limit switches, guide shoes, sheaves, rollers, sprockets and tensioning devices.
- j. MANUAL FREIGHT DOOR EQUIPMENT - Relays, contactors, rectifiers, timers, resistors, micro switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, tensioning devices and counter-balancing equipment.



- c. ELECTRICAL - Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- d. HOISTWAY AND PIT EQUIPMENT - Landing and slowdown switches, limits, car and counterweight buffers, over-speed governors, governor tension sheave assemblies and car counterweight safeties.
- e. RAILS AND GUIDES - Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- f. HOIST ROPES - Hoist ropes will be properly lubricated and adjusted for equalized tension. In addition, Contractor will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety.
- g. DOOR EQUIPMENT - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- h. POWER FREIGHT DOOR EQUIPMENT - Controller, relays, contactors, rectifiers, timers, resistors, micro switches, solid state components, door motors, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets and tensioning devices.
- i. MANUAL FREIGHT DOOR EQUIPMENT - Relays, contactors, rectifiers, timers, resistors, micro switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, tensioning devices and counter-balancing equipment.
- j. SIGNALS AND ACCESSORIES - Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

3. **Re-lamping of signal fixtures is included on during CONTRACTOR's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.**

- a. HOUSEKEEPING - OWNER and CONTRACTOR have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- b. LUBRICANTS - CONTRACTOR will use lubricants compounded under OEM's specifications or equal.

11. **Escalators.** Adjust passenger handrails to match stairwell speed, clean all drives and gears, inspect and test emergency stop buttons; inspect all comb plates and remove debris to prevent damage; relays, contactors, rectifiers, timers, resistors, micro-switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, and tensioning devices. Guide rails, guide shoe gibs, and rollers. Guide rails will be properly lubricated, except where roller guides are used. Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

12. **Tests.** CONTRACTOR will perform the following tests on the equipment as required by the State of Tennessee and the City of Chattanooga:

- a. HYDRAULIC ELEVATOR - A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
- b. TRACTION ELEVATOR & ESCALATORS - An annual no load test as required by the A.M S.E. A-17.1 code.
- c. A five (5) year full load test as required by the A.S.M.E. A-17.1 code. CONTRACTOR is not responsible for damages, either to the elevator/escalator equipment or to the building, or for any personal injury or death, arising from or resulting from this test.
- d. A certified copy of the test results will be given to the OWNER within ten (10) days of completion delivered to the notice address listed in Exhibit "C".

13. **Exclusions.** CONTRACTOR assumes no responsibility for the following items or services, which are excluded from the Agreement:

- a. HYDRAULIC ELEVATOR - Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's telephone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.
- b. TRACTION ELEVATOR - Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's telephone devices, intercoms, music systems, media displays, card-readers or other security systems, pit pumps, emergency power generators, light tubes and bulbs.

14. **General.** CONTRACTOR shall not be obliged to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, except when required by Federal, State, Municipal, A.S.M.E. codes, or other governmental or non-governmental authorities.

- a. CONTRACTOR will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. CONTRACTOR shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. CONTRACTOR shall not be obligated to make equipment adjustments to achieve CODE required Escalator Step/Skirt Performance Index or loaded gap values.
- b. CONTRACTOR shall not be obligated to make changes or adjustments required by new or retroactive code changes. CONTRACTOR will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement.

- c. CONTRACTOR will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. CONTRACTOR shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.
- d. CONTRACTOR shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the OWNER's expense.

**15. Owner Assurances.**

- a. AUTHORIZED PERSONNEL - OWNER agrees to furnish the CONTRACTOR with a list of authorized personnel responsible for building operations.
- b. WIRING DIAGRAMS - OWNER agrees to provide CONTRACTOR with a complete set of "as built" wiring diagrams should they be available. Should such diagrams not be available, CONTRACTOR shall provide the OWNER with such plans and diagrams and this material shall be the property of the OWNER.
- c. NOTIFICATION - In the event that the equipment is not functioning properly, OWNER agrees to shut down equipment and notify CONTRACTOR for repair.
- d. OWNER agrees to notify CONTRACTOR in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven (7) days.

- e. OPERATION - OWNER shall at all times be solely liable for the proper use of the equipment. OWNER agrees to post any and all instructions and warnings to passengers related to the use of the equipment. OWNER shall not permit anyone other than CONTRACTOR to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement unless CONTRACTOR is unable to perform necessary repair for such equipment to be operational and usable by the OWNER within forty-eight (48) hours of equipment failures verbal/fax notification. The CONTRACTOR shall hire necessary services from the equipment manufacturer to reprogram, repair or replace any equipment or software necessary to restore operational performance solely at the cost to CONTRACTOR.
- f. TESTING AND SERVICING - OWNER agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. OWNER agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.
- g. EQUIPMENT ACCESS - OWNER agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. OWNER agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. OWNER agrees to provide a safe workplace for CONTRACTOR'S personnel.

16. **Obligations of the Parties.** Nothing in the Agreement shall be construed to mean that CONTRACTOR assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by the Contract Agreement unless negligence on the part of the CONTRACTOR results in damage to the equipment or injury to the OWNER or its' invitees. OWNER shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. CONTRACTOR may terminate this Agreement at any time upon sixty (60) days advance notice in writing due to the OWNER's breach of contract, safety or liability issues or OWNER's refusal to authorize necessary repairs after such breach has been reported in writing to the OWNER at the notice address.

17. **Insurance Requirements.** CONTRACTOR shall at all times and at CONTRACTOR'S own cost, maintain a commercial general liability policy covering bodily injury and property damage with minimum limits of TWO million dollars (\$2,000,000) for bodily injury death for each occurrence with an aggregate limit of liability not less than two million dollars (\$2,000,000).

Neither CONTRACTOR nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. CONTRACTOR shall not be liable for work, service or material other than that specifically mentioned herein.

CONTRACTOR will not be liable for fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

18. **Performance Clause.** If it is found that CONTRACTOR is not complying with the terms of this Contract Agreement, a detailed report shall be submitted to CONTRACTOR outlining the specific requirements and a minimum period of thirty (30) days from written notification shall be allowed for CONTRACTOR to correct the corresponding non-compliance.

In the event CONTRACTOR fails to correct the noted material items within the allowed time, OWNER shall have the right to withhold monthly payments until the non-compliant condition is corrected. Furthermore, should the non-compliant condition not be corrected, OWNER shall have the right to terminate any part or the entire contract immediately without suffering any financial penalty, obligation or accelerated payment requirement due upon such termination.

19. **Indemnity Clause.** CONTRACTOR agrees that it shall indemnify and hold City of Chattanooga, its employees, agents, and servants harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the CONTRACTOR, its employees, and invitees on or about the premises and which arise out of the CONTRACTOR's performance, or failure to perform as specified in this Agreement. CONTRACTOR agrees that its obligations under this indemnity shall survive the expiration and termination of this Agreement.

20. **Additional Terms.** This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal shall be deemed merged herein according to the schedule on Exhibit "B" and this Agreement including changes in or additions to shall not be binding upon CONTRACTOR until approved by the local Office Manager or one of its corporate executive officers. Submission of this contract does not void or otherwise nullify any existing contract until the expiration of such existing contract.



21. Venue. The parties hereby agree that the exclusive venue for any dispute between the parties shall be in the County of Hamilton and, State of Tennessee.

IN WITNESS THEREOF, OWNER and CONTRACTOR have entered into this Agreement and set their hands below as the date above written.

OWNER:

The City of Chattanooga

By: \_\_\_\_\_  
Director of General Services

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Its

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## EXHIBIT "A"

### Service Locations with Addresses:

City of Chattanooga Properties Listed Below

Location	Address	Make	Model/ID	Type	Traction	Hydraulic	Escalator	Other	Levels
City Hall Annex	100 E. 11th St, Chattanooga, TN 37402	Westinghouse		Passenger	1				5
Development Resource Center	1250 Market St, Chattanooga, TN 37402	Otis		Passenger		1			3
Development Resource Center	1250 Market St, Chattanooga, TN 37402	Otis		Passenger		1			3
Police Annex	3204 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Police Service Center	3410 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Police Service Center	3410 Amnicola Highway, Chattanooga, TN 37406	Dover		Passenger		1			2
Tivoli Theater	709 Broad St, Chattanooga, TN 37402	Dover		Passenger		1			2
Tivoli Theater	709 Broad St, Chattanooga, TN 37402			Stage Lift		1			2
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Passenger		1			3
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Service		1			1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402			Stage Lift					1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	Westinghouse		Escalator			1		1
Memorial Auditorium	399 McCallie Avenue, Chattanooga, TN 37402	New		Passenger	1				4
City Hall	101 E. 11th St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger		1			4
City Hall	101 E. 11th St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger		1			4

1001 Lindsay	1001 Lindsay St, Chattanooga, TN 37402	Thyssen/Krupp		Passenger			1				2
City Council	1000 Lindsay St, Chattanooga, TN 37402	Otis		Passenger			1				3
Pump Station	455 Moccasin Bend Rd	Otis		Service			1				3
Champions Club	3400 Lupton Drive, Lupton City, TN 37351			Passenger		1					2
Frost Stadium	1101 McCallie Ave, Chattanooga, TN 37403			Passenger		1					3
Brainerd Recreation	1010 North Moore Road, Chattanooga, TN 37411			Passenger		1					2
Watkins Street	1100 Watkins St Chattanooga TN 37404			Lift							1
23rd Street Pump Station	299 Poss Dr		12083	Service		1					3
Latta Street Pump Station	1424 Latta St		22251	Service						Chain	2
Friar Branch Pump Station	3910 Juandale Trail		24103	Service						Chain	2
South Chickamauga Pump Station	4000 N Hawthorne		24112	Service		1					4
Frawley Road Pump Station	Frawley Rd (End)		24134	Service						Chain	2
Hixson #1 Pump Station	Adams Rd & Crescent Dr		24658	Service						Chain	2
Hixson #2 Pump Station	Old Hixson Pike & RR		24657	Service						Chain	2
Hixson #3 Pump Station	5235 Cassandra Smith Rd		26031	Service						Chain	2
Tiftonia #1 Pump Station	1006 Browns Ferry Rd		25077	Service						Chain	2
Tiftonia #2 Pump Station	141 Browns Ferry Rd		25215	Service						Chain	2
Tiftonia #3 Pump Station	248 Aster Ave		26274	Service						Chain	2
Citico Pump Station	1004 Riverside Dr		28244	Service							3
Murray Hills #1 Pump Station	4550 Webb Rd		29111	Service						Chain	2
Murray Hills #5 Pump Station	3820 Kings Rd		28739	Service						Chain	2
Moccasin Bend	455 Moccasin Bend Rd		12666	Service		1					4
Moccasin Bend	455 Moccasin Bend Rd		24670	Service			1				3
Moccasin Bend Administration Bldg	455 Moccasin Bend Rd		31499	HDCP						Lift	1
Chattanooga-Hamilton County Library	1001 Broad St, Chattanooga, TN 37402	Dover		Passenger			1				5
Chattanooga-Hamilton County Library	1001 Broad St, Chattanooga, TN 37402	Westinghouse		Passenger							4



## EXHIBIT "B"

### MONTHLY SERVICE CHARGE:

Location	Make	Model/ID	Type	Contract Expiration	Monthly Charge	Yearly Charge
City Hall Annex	Westinghouse		Passenger			\$ -
Development Resource Center	Otis		Passenger			\$ -
Development Resource Center	Otis		Passenger			\$ -
Police Annex	Dover		Passenger			\$ -
Police Service Center	Dover		Passenger			\$ -
Police Service Center	Dover		Passenger			\$ -
Tivoli Theater	Dover		Passenger	N/A		\$ -
Tivoli Theater			Stage Lift	N/A		\$ -
Memorial Auditorium			Passenger	N/A		\$ -
Memorial Auditorium			Service	N/A		\$ -
Memorial Auditorium			Stage Lift	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
Memorial Auditorium	Westinghouse		Escalator	N/A		\$ -
<b>Memorial Auditorium</b>	<b>New</b>		<b>Passenger</b>	<b>N/A</b>		\$ -
City Hall	Thyssen/Krupp		Passenger			\$ -
City Hall	Thyssen/Krupp		Passenger			\$ -
1001 Lindsey	Thyssen/Krupp		Passenger			\$ -
City Council	Otis		Passenger			\$ -
Pump Station	Otis		Service	N/A		\$ -
Champions Club			Passenger			\$ -
Frost Stadium			Passenger			\$ -
Brainerd Recreation			Passenger			\$ -
Watkins Street			Lift	N/A		\$ -
23rd Street Pump Station		12083	Service	N/A		\$ -
Latta Street Pump Station		22251	Service	N/A		\$ -
Friar Branch Pump Station		24103	Service	N/A		\$ -
South Chickamauga Pump Station		24112	Service	N/A		\$ -
Frawley Road Pump Station		24134	Service	N/A		\$ -
Hixson #1 Pump Station		24658	Service	N/A		\$ -
Hixson #2 Pump Station		24657	Service	N/A		\$ -
Hixson #3 Pump Station		26031	Service	N/A		\$ -
Tiftonia #1 Pump Station		25077	Service	N/A		\$ -
Tiftonia #2 Pump Station		25215	Service	N/A		\$ -
Tiftonia #3 Pump Station		26274	Service	N/A		\$ -
Citico Pump Station		28244	Service	N/A		\$ -
Murray Hills #1 Pump Station		29111	Service	N/A		\$ -
Murray Hills #5 Pump Station		28739	Service	N/A		\$ -
Moccasin Bend		12666	Service	N/A		\$ -
Moccasin Bend		24670	Service	N/A		\$ -

Moccasin Bend Administration Bldg		31499	HDCP	N/A		\$ -
Chattanooga-Hamilton County Library	Dover		Passenger			\$ -
Chattanooga-Hamilton County Library	Westinghouse		Passenger			\$ -
Chattanooga-Hamilton County Library			Small Freight Lift			\$ -
1st Street Lift			People Tram	Other Contract		\$ -
Chattanooga Zoo			Passenger	N/A		\$ -
<b>Chattanooga Zoo</b>						\$ -
<b>Hixson Rec Center</b>			<b>Passenger</b>			\$ -
MONTHLY TOTAL						\$ -

**EXHIBIT "C"**

**ADDITIONAL TERMS AND CONDITIONS:**

1. Submitted invoices for payment shall reflect all charges described as follows:
  - a) total hours of labor and per hour rate including benefits,
  - b) cost of replacement part and subsequent mark-up,
  - c) explanation and per/hour rate of other charges.
2. CONTRACTOR rates as charges to the OWNER:

REGULAR PER HOUR LABOR RATE	\$
OVERTIME PER HOUR LABOR RATE	\$
BENEFITS PER HOUR RATE	\$
OTHER (EXPLAINATION REQUIRED) PER HOUR RATE	\$

3. ANNUAL INCREASE SHALL BE CAPPED AT THREE (3%) PERCENT. CONTRACTOR MUST INFORM PURCHASING BE OPTION RENEW AS TO ANY PRICE INCREASE ON LABOR.
4. Should any unit of equipment be upgraded and improved to reduce service time and obligation, the effective unit service cost shall be readjusted to reflect the reduction of service required. The service cost shall be compared to a similar unit and shall be priced accordingly.
5. IN ADDITION, at the expiration of any existing service contract on certain equipment, the subject equipment will be incorporated into this service agreement contract and billing adjustments shall be made at this time. Furthermore, any new equipment, after the expiration of its warranty, shall be incorporated into this contract and listed on exhibits "A" and "B".

**NOTICE ADDRESS:**

**OWNER:**

City of Chattanooga  
General Services  
274 East 10<sup>th</sup> Street  
Chattanooga, TN 37402

**CONTRACTOR:**

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## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.



General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)